





The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header  8

 List View 

**General Information** | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#)

**Procurement Folder:** 393332

**SO Doc Code:** CRFQ

**Procurement Type:** Central Master Agreement

**SO Dept:** 0618

**Vendor ID:**  

**SO Doc ID:** BVH1800000002

**Legal Name:** WORLDWIDE TRAVEL STAFFING LTD

**Published Date:** 11/29/17

**Alias/DBA:**

**Close Date:** 12/14/17

**Total Bid:** \$55,152.00

**Close Time:** 13:30

**Response Date:**  

**Status:** Closed

**Response Time:**

**Solicitation Description:**  

[Apply Default Values to Commodity Lines](#)

[View Procurement Folder](#)



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 393332

**Solicitation Description :** ADDENDUM 1 TEMPORARY REGISTERED NURSES

**Proc Type :** Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-12-14 13:30:00	SR 0618 ESR12131700000002607	1

<b>VENDOR</b>
000000106877 WORLDWIDE TRAVEL STAFFING LTD

**Solicitation Number:** CRFQ 0618 BVH1800000002

**Total Bid :** \$55,152.00      **Response Date:** 2017-12-13      **Response Time:** 10:59:37

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Crystal Rink  
 (304) 558-2402  
 crystal.g.rink@wv.gov

<b>Signature on File</b>	<b>FEIN #</b>	<b>DATE</b>
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	TEMPORARY REGISTERED NURSES	168.00000	HOUR	\$60.000000	\$10,080.00

Comm Code	Manufacturer	Specification	Model #
85101601			

<b>Extended Description :</b>	8:00 AM TO 4:00 PM
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	TEMPORARY REGISTERED NURSES	168.00000	HOUR	\$60.000000	\$10,080.00

Comm Code	Manufacturer	Specification	Model #
85101601			

<b>Extended Description :</b>	6:45 AM TO 3:00 PM
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	TEMPORARY REGISTERED NURSES	168.00000	HOUR	\$62.000000	\$10,416.00

Comm Code	Manufacturer	Specification	Model #
85101601			

<b>Extended Description :</b>	2:45 PM TO 11:00 PM
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	TEMPORARY REGISTERED NURSES	168.00000	HOUR	\$64.000000	\$10,752.00

Comm Code	Manufacturer	Specification	Model #
85101601			

<b>Extended Description :</b>	10:45 PM TO 7:00 AM
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	TEMPORARY REGISTERED NURSES	192.00000	HOUR	\$72.000000	\$13,824.00

Comm Code	Manufacturer	Specification	Model #
85101601			

**Extended Description :** HOLIDAY(S) NEW YEAR'S EVE, NEW YEAR'S DAY, MEMORIAL DAY, 4TH OF JULY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS EVE, CHRISTMAS DAY

December 12, 2017

Crystal Rink  
Department of Administration, Purchasing Division  
2019 Washington Street, East  
Charleston, WV 25305-0130

Re: CRFQ BVH1800000002 for the provision of Temporary Registered Nurses to the Barboursville West Virginia Veterans Home

Dear Ms. Rink,

My name is Leo R. Blatz, R.N., M.S.N. I am the Chief Executive Officer of Worldwide Travel Staffing, Limited ("Worldwide"). Enclosed please find Worldwide's formal response to Customer Request for Quote ("CRFQ") for the provision of temporary registered nurses to the Barboursville West Virginia Veterans Home. Worldwide accepts and agrees to all terms and conditions of the CRFQ for the Barboursville West Virginia Veterans Home.

Worldwide Travel Staffing, Limited ("Worldwide") is a New York State "C" Corporation established in 1993 (FID 16-1432616). For the past 24 years, Worldwide has been providing fully credentialed and highly qualified medical professionals to state, federal government and private hospital clients throughout the world. Worldwide is a female owned and operated New York State Corporation. The New York State Department of Economic Development, Division of Minority and Women's Business Development, recognizes Worldwide as a Women-Owned Business Enterprise. Worldwide has been certified by the Joint Commission as a Health Care Staffing Agency since 2009.

Worldwide has the qualifications and experience necessary to responsibly perform the services outlined in the CRFQ. In June of 2013, the West Virginia Bureau for Behavioral Health and Health Facilities ("BHBF") awarded Worldwide contract number MMB13100D for the provision of registered nurses and licensed practical nurses to Mildred Mitchell Bateman Hospital. In September 2013, Worldwide was awarded a subsequent contract for the provision of registered nurses, licensed practical nurses, certified nursing assistants and direct service providers to six additional BHBF facilities. Worldwide provides skilled nursing services to a number of these facilities. Worldwide has also provided nurse supervisor services upon special request. Worldwide has provided nearly \$11 M in services to date. The contract was recently renewed for an additional 3-year period through June 30, 2020.


I will be the authorized representative and primary contact throughout the duration of this contract. I will be available 24 hours a day, seven days a week to answer any questions or address any concerns that may arise. My contact information is as follows:

Worldwide Travel Staffing, Ltd.  
2829 Sheridan Drive  
Tonawanda, NY 14150

Toll free no. 866-633-3700, ext. 101  
Toll free fax no. 877-375-2450  
Email: [LBlatz@WorldwideTravelStaffing.com](mailto:LBlatz@WorldwideTravelStaffing.com)  
Website: <https://www.WorldwideTravelStaffing.com>

If you have any questions or desire any clarifications for this response, please do not hesitate to contact me.

Sincerely,

  
Leo R. Blatz, R.N., M.S.N.  
Chief Executive Officer





Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Request for Quotation  
 28 - Medical

Proc Folder: 393332

Doc Description: TEMPORARY REGISTERED NURSES

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-11-14	2017-12-14 13:30:00	CRFQ 0618 BVH1800000002	1

**BID RECEIVING LOCATION**

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

**VENDOR**

Vendor Name, Address and Telephone Number:

**FOR INFORMATION CONTACT THE BUYER**

Crystal Rink

(304) 558-2402

crystal.g.rink@wv.gov

Signature X

FEIN # 16-1432616

DATE 12/12/2017

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA VETERANS HOME LOCATED IN BARBOURSVILLE, WV, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR TEMPORARY REGISTERED NURSES PER THE ATTACHED DOCUMENTATION.

INVOICE TO		SHIP TO	
WEST VIRGINIA VETERANS HOME 512 WATER ST		WEST VIRGINIA VETERANS HOME 512 WATER ST	
BARBOURSVILLE	WV25504	BARBOURSVILLE	WV 25504
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	TEMPORARY REGISTERED NURSES	168.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description :  
8:00 AM TO 4:00 PM

INVOICE TO		SHIP TO	
WEST VIRGINIA VETERANS HOME 512 WATER ST		WEST VIRGINIA VETERANS HOME 512 WATER ST	
BARBOURSVILLE	WV25504	BARBOURSVILLE	WV 25504
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	TEMPORARY REGISTERED NURSES	168.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description :  
6:45 AM TO 3:00 PM

INVOICE TO		SHIP TO	
WEST VIRGINIA VETERANS HOME 512 WATER ST		WEST VIRGINIA VETERANS HOME 512 WATER ST	
BARBOURSVILLE	WV25504	BARBOURSVILLE	WV 25504
US		US	



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	TEMPORARY REGISTERED NURSES	168.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description :  
2:45 PM TO 11:00 PM

INVOICE TO		SHIP TO	
WEST VIRGINIA VETERANS HOME 512 WATER ST  BARBOURSVILLE WV25504 US		WEST VIRGINIA VETERANS HOME 512 WATER ST  BARBOURSVILLE WV 25504 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	TEMPORARY REGISTERED NURSES	168.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description :  
10:45 PM TO 7:00 AM

INVOICE TO		SHIP TO	
WEST VIRGINIA VETERANS HOME 512 WATER ST  BARBOURSVILLE WV25504 US		WEST VIRGINIA VETERANS HOME 512 WATER ST  BARBOURSVILLE WV 25504 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	TEMPORARY REGISTERED NURSES	192.00000	HOUR		

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description :  
HOLIDAY(S) NEW YEAR'S EVE, NEW YEAR'S DAY, MEMORIAL DAY, 4TH OF JULY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS EVE, CHRISTMAS DAY

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2017-11-28

## **INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: November 28, 2017 at 4:00 PM EST

Submit Questions to: Crystal Rink  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: Crystal.G.Rink@wv.gov

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

**SEALED BID:**

**BUYER:** Crystal Rink  
**SOLICITATION NO.:** CRFQ BVH1800000002  
**BID OPENING DATE:** December 14, 2017  
**BID OPENING TIME:** 1:30 PM EST  
**FAX NUMBER:** 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

**BID TYPE:** (This only applies to CRFP)

- Technical  
 Cost

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

**Bid Opening Date and Time:** December 14, 2017 at 1:30 PM EST

**Bid Opening Location:** Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. INTERESTED PARTY DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission.

"Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.



**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** Initial Contract Term: This Contract becomes effective on Award \_\_\_\_\_ and extends for a period of one (1) year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Alternate Renewal Term** – This contract may be renewed for N/A successive N/A year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Other:** See attached \_\_\_\_\_

**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of:

\_\_\_\_\_

**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:

\_\_\_\_\_

**Commercial Crime and Third Party Fidelity Insurance** in an amount of:

\_\_\_\_\_

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_

Liquidated Damages Contained in the Specifications

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

**14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**15. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

**31. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**32. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**33. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section.

**34. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**35. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.



Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**36. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**37. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**38. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**40. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**41. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**42. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**43. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**44. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when

the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Sam Giordano, Director of Government Contracting

(Name, Title)

Sam Giordano, Director of Government Contracting

(Printed Name and Title)

2829 Sheridan Drive, Tonawanda, NY 14150

(Address)

866-633-3700 ext. 110 / 877-375-2450

(Phone Number) / (Fax Number)

sgiordano@worldwidetravelstaffing.com

(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Worldwide Travel Staffing, Limited

(Company)



Leo R. Blatz, C.E.O.

(Authorized Signature) (Representative Name, Title)

Leo R. Blatz, C.E.O.

(Printed Name and Title of Authorized Representative)

12/12/2017

(Date)

866-633-3700 ext. 101 / 877-375-2450

(Phone Number) (Fax Number)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
SOLICITATION NO.: CRFQ BVH1800000002

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

*(Check the box next to each addendum received)*

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Worldwide Travel Staffing, Limited

Company

  
Authorized Signature

12/12/2017

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

**REQUEST FOR QUOTATION  
CRFQ BVH1800000002  
TEMPORARY REGISTERED NURSES**

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of Barboursville West Virginia Veterans Home to establish an open-end contract for Registered Nurse(s), to comply with staffing needs of the State owned and operated facility.
  
- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 "Contract Item"** means the list of items identified in Section 3, Subsection 1 below.
  - 2.2 "Pricing Pages"** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
  - 2.3 "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.4 "DON"** means Director of Nursing
  - 2.5 "RN"** means Registered Nurse
  - 2.6 "Agency"** means Barboursville Veterans Home
  - 2.7 "Staffing Agency"** means the awarded vendor.
  - 2.8 "BVH"** means Barboursville West Virginia Veterans Home
  
- 3. QUALIFICATIONS:** Vendor must provide the following documentation fourteen (14) days prior to beginning employment. No Staff will be allowed to begin employment until this documentation is provided and verified by BVH.
  - 3.1.** RN's must hold a valid WV Registered Nurse License.
  - 3.2.** Must have knowledge of Federal & State Long Term Care (LTC) regulations.
  - 3.3.** Must have a current Cardiopulmonary Resuscitation (CPR) Card.

**REQUEST FOR QUOTATION  
CRFQ BVH180000002  
TEMPORARY REGISTERED NURSES**

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**4. GENERAL REQUIREMENTS: Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

**4.1 Registered Nurses Services:** Vendor shall provide documentation to the BVH facility prior to being placed in facility for work, background checks through WV Cares and drug screenings along with a competency assessment which includes age-specific and cultural competencies for services provided for resident. RN(s) must have at least (1) year of working experience in the area assigned. Completed application or resume as proof of experience. All documentation must be provided upon request.

**4.1.1** RN(s) must be licensed and is good standing with the West Virginia Board of Nurses.

**4.1.2** RN(s) could oversee the work of other (RN's), (LPN's), (CNA's), as assigned.

**4.1.3** RN(s) must participate in Interdisciplinary Care Plan Team Meetings to develop Individualized Care/Treatment Plans, direct consultations, receive and give recommendations to and from other disciplines to maximize care of resident as requested.

**4.1.4** RN(s) must administer medications as prescribed by treating Physician(s).

**4.1.5** RN(s) must ensure documentation into patient's electronic medical records or paper chart are entered in a timely manner per the policies, procedures and common practices of the facility. Proper methods of documentation will be discussed in greater detail during the facility orientation.

**4.1.6** RN(s) must oversee all medical related emergencies.

**4.1.7** RN(s) will provide for the emotional and physical comfort and safety of the residents.

**4.1.8** RN(s) must respond to inquiries of family members, advocates and other interested parties, ensuring adherence to the State and Federal Confidentiality Laws, and the HIPPA Regulations.

**4.1.9** RN(s) must adhere to the mandatory overtime policy and guidelines set by the facility.



**REQUEST FOR QUOTATION  
CRFQ BVH1800000002  
TEMPORARY REGISTERED NURSES**

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**4.2. VENDOR RESPONSIBILITIES:**

- 4.2.1.** Successful vendor must provide healthcare staffing as requested by the Facility to be compatible with week-to-week needs, this to include all weekends and holidays. Assignments also may be for specified period of times as agreed upon in writing.
- 4.2.2** Successful vendor must provide hourly rates that are inclusive of all federal, State and local withholding taxes, social security and Medicare taxes, as well as all unemployment compensation, workers compensation, general and professional liability premiums.
- 4.2.3** Successful vendor shall provide the Facility with information on each healthcare staff member according to the state and federal standards, including applications and WV Cares background check. The information must be submitted to the Agency before the staff member reports to work and must be sent to the facility along with the following: CPR Certification, references, confidentiality agreement, and other requested documents, such as current physical examination, immunization records, negative 13-panel drug screening and licensure confirmation. No nurse providing services to the Facility under this agreement will have been investigated and substantiated by the Board of Nursing or currently subject to discharge results from an investigation by the Board of Nursing.
- 4.2.4** Successful vendor and healthcare staff must comply with all Agency/Facility policies and procedures.
- 4.2.5** Successful vendor shall ensure the following regarding the staff to be provided. This documentation is to be submitted to the DON fourteen (14) days prior at beginning employment. No staff will be allowed to begin employment until this documentation is provided and verified by the BVH.
- 4.2.6** Has completed the required training and education for the position in which the vendor's employee has been submitted for.

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- 4.2.7** The Vendor's employee possesses a valid certification and/or professional license with the State of West Virginia for the position the employee is being submitted.
- 4.2.8** Meet current Agency immunization requirements for purified protein derivative (PPD) and Hepatitis B Series. Upon request, vendor must provide copies of immunization results.
- 4.3** Vendor will agree to provide required number of staff needed for a shift or/and assignment at least two (2) hours prior to the start of the shift or assignment to be worked. If a staffing agency's employee calls off, that staffing agency must fill the shift.
- 4.4** All agency staff are required to cooperate fully with any investigators without any delay.
- 4.5** All employees must adhere to the policies and procedures of our facility, including attendance, tardiness and mandation. Facility will discipline staff per our policy and procedures. All disciplinary actions given by the facility will be sent to the staffing agency.
- 4.6** BVH will not pay overtime or holiday hours.
- 4.7** BVH will not pay the Agency for Lunch breaks.
- 4.8** All staffing agency's employees must attend mandatory meetings and in-services. If staff miss more than (2) meetings per year they will be asked not to return.
- 4.9** All employee paperwork must be sent to and approved by facility prior to an employee beginning orientation.
- 4.10** The awarded vendors must provide an employee roster quarterly. The awarded vendor must update all employee personal files annually and a copy sent to the facility.
- 4.11** Employee's timesheets must be sent to the staffing agencies weekly by 10:00 am on Monday. Timesheet dates will be totaled from Monday to Sunday. All missing punches will have to be turned into the Barboursville Veterans Home weekly by Monday by 4:00

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- pm. All employees must follow the policy and procedures for punching in and out when leaving the building. This policy will be discussed during the orientation.
- 4.12** Employees are to report off personally to the facility and must speak to the "DON" and also call their staffing agency two (2) hours prior to their scheduled shift.
- 4.13** Any schedule changes must be communicated by email or text to DON/ADON or designee two (2) hours prior to scheduled shift.
- 4.14** Employees are to follow the chain of command set forth at our facility. They need to take issues to the LPN, then RN supervisor, then the DON.
- 4.15** Contracted staff must cover ALL Saturdays and Sundays each month. We do not honor any restrictions on lifting or limited hours for contracted staff.
- 4.16** Successful vendor must incorporate into the bid all-inclusive fees, any anticipated costs and travel related expenses, administrative and overhead cost.
- 4.17** Facility will not allow any previous employee who was dismissed for disciplinary or performance reasons by a State facility or office to return and work through the staffing vendor.
- 4.18** The vendor shall submit weekly invoices, in arrears, on a weekly basis, to the Business Office at the Barboursville Veterans Home for all services provided pursuant to the terms of the contract. For tracking purposes only, the Vendor will provide the Agency a weekly spreadsheet to complete hours worked. These spreadsheets are collected weekly by the Business Office. The Agency reserves the right to reject any or all invoices for which proper documentation has not been provided. The vendor will be notified within ten (10) working days of any invoice deficiencies.
- 4.19** Barboursville Veterans Home reserves the right to cancel any shift. It shall notify the Vendor of such cancellation no less than two (2) hours prior to the scheduled start of the shift.
- 4.20** Vendor Shall provide an emergency phone number. This phone number shall serve as a contact that can be reached 24 hours a day 7 days a week. In the event of a no answer, the vendor must return call within thirty (30 minutes).
- 4.21** Upon award of contract, Vendor shall come to the Barboursville Veterans Home to meet all staff and tour the facility.

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**5. CONTRACT AWARD:**

**5.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**5.2 Pricing Page:** Vendor should complete the Pricing Page (Exhibit A) by providing the regular hourly rate and multiplying by the estimated hours per week for the total hourly rate. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

The Pricing page contains an estimated number of hours only. No future use of the contract or any individual item is guaranteed or implied.

**5.3** Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Crystal Rink at [crystal.g.rink@wv.gov](mailto:crystal.g.rink@wv.gov)

- 6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 7. PAYMENT:** Agency shall submit weekly invoices, in arrears, on a weekly basis, to the Business Office at the Barboursville Veterans Home for all services provided pursuant to the terms of the contract. For tracking purposes only, the vendor will provide the agency a weekly spreadsheet to complete hours worked. These spreadsheets are collected weekly by the business office.
- 8. TRAVEL:** It is mandatory that a vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the agency separately.

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- 9. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
- 9.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  - 9.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
  - 9.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
  - 9.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
  - 9.5 Vendor shall inform all staff of Agency's security protocol and procedures.

**10. VENDOR DEFAULT**

**10.1** The following shall be considered a vendor default under this Contract.

- 10.1.1 Failure to perform Contract Services in accordance with the requirements contained herein.
- 10.1.2 Failure to comply with other specifications and requirements contained herein.
- 10.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 10.1.4 Failure to remedy deficient performance upon request.
- 10.1.5 The following remedies shall be available to Agency upon default.
- 10.1.6 Immediate cancellation of the Contract.
- 10.1.7 Immediate cancellation of one or more release orders issued under this Contract.
- 10.1.8 Any other remedies available in law or equity.

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**11. MISCELLANEOUS:**

**11.1 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Sam Giordano

**Telephone Number:** 866-633-3700 ext. 110

**Fax Number:** 877-375-2450

**Email Address:** sgiordano@worldwidetravelstaffing.com

<b>Exhibit A</b>		<b>CRFQ BVH180000002</b>		
		<b>Temporary Registered Nursing Staff Bid Sheet</b>		
<b>Item No.</b>	<b>Description Of Services</b>	<b>Estimated Hours Per Week</b>	<b>Regular Hourly Rate</b>	<b>Total Hourly Rate</b>
<b>Registered Nurse Shifts</b>				
1	6:00 am - 4:00 pm	168	\$60.00	\$ 10,080.00 -
2	6:45 am - 3:00 pm	168	\$60.00	\$ 10,080.00 -
3	2:45 pm - 11:00 pm	168	\$62.00	\$ 10,416.00 -
4	10:45 pm - 7:00 am	168	\$64.00	\$ 10,752.00 -
5	Holiday(s) New Year's Eve, New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day	192	\$72.00	\$ 13,824.00 -
			<b>Grand Total</b>	<b>\$ 55,152 -</b>

<b>Vendor Information</b>	
<b>Company Name</b>	Worldwide Travel Staffing, Limited
<b>Name/Title</b>	Leo R. Blatz
<b>Phone</b>	866-633-3700
<b>Fax</b>	877-375-2450
<b>Email</b>	LBlatz@worldwidetravelstaffing.com

## WV STATE GOVERNMENT

### HIPAA BUSINESS ASSOCIATE ADDENDUM

This Health Insurance Portability and Accountability Act of 1996 (hereafter, HIPAA) Business Associate Addendum ("Addendum") is made a part of the Agreement ("Agreement") by and between the State of West Virginia ("Agency"), and Business Associate ("Associate"), and is effective as of the date of execution of the Addendum.

The Associate performs certain services on behalf of or for the Agency pursuant to the underlying Agreement that requires the exchange of information including protected health information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). The Agency is a "Covered Entity" as that term is defined in HIPAA, and the parties to the underlying Agreement are entering into this Addendum to establish the responsibilities of both parties regarding HIPAA-covered information and to bring the underlying Agreement into compliance with HIPAA.

Whereas it is desirable, in order to further the continued efficient operations of Agency to disclose to its Associate certain information which may contain confidential individually identifiable health information (hereafter, Protected Health Information or PHI); and

Whereas, it is the desire of both parties that the confidentiality of the PHI disclosed hereunder be maintained and treated in accordance with all applicable laws relating to confidentiality, including the Privacy and Security Rules, the HITECH Act and its associated regulations, and the parties do agree to at all times treat the PHI and interpret this Addendum consistent with that desire.

NOW THEREFORE: the parties agree that in consideration of the mutual promises herein, in the Agreement, and of the exchange of PHI hereunder that:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
  - a. **Agency Procurement Officer** shall mean the appropriate Agency individual listed at: <http://www.state.wv.us/admin/purchase/vrc/agencyli.html>.
  - b. **Agent** shall mean those person(s) who are agent(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).
  - c. **Breach** shall mean the acquisition, access, use or disclosure of protected health information which compromises the security or privacy of such information, except as excluded in the definition of Breach in 45 CFR § 164.402.
  - d. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
  - e. **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act. Public Law No. 111-05. 111<sup>th</sup> Congress (2009).



- f. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164.
- g. **Protected Health Information or PHI** shall have the meaning given to such term in 45 CFR § 160.103, limited to the information created or received by Associate from or on behalf of Agency.
- h. **Security Incident** means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.
- i. **Security Rule** means the Security Standards for the Protection of Electronic Protected Health Information found at 45 CFR Parts 160 and 164.
- j. **Subcontractor** means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

## **2. Permitted Uses and Disclosures.**

- a. **PHI Described.** This means PHI created, received, maintained or transmitted on behalf of the Agency by the Associate. This PHI is governed by this Addendum and is limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the original Agreement, and is described in Appendix A.
- b. **Purposes.** Except as otherwise limited in this Addendum, Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the original Agreement, or as required by law, if such use or disclosure of the PHI would not violate the Privacy or Security Rules or applicable state law if done by Agency or Associate, or violate the minimum necessary and related Privacy and Security policies and procedures of the Agency. The Associate is directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Agency.
- c. **Further Uses and Disclosures.** Except as otherwise limited in this Addendum, the Associate may disclose PHI to third parties for the purpose of its own proper management and administration, or as required by law, provided that (i) the disclosure is required by law, or (ii) the Associate has obtained from the third party reasonable assurances that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party by the Associate; and, (iii) an agreement to notify the Associate and Agency of any instances of which it (the third party) is aware in which the confidentiality of the information has been breached. To the extent practical, the information should be in a limited data set or the minimum necessary information pursuant to 45 CFR § 164.502, or take other measures as necessary to satisfy the Agency's obligations under 45 CFR § 164.502.

### 3. Obligations of Associate.

- a. **Stated Purposes Only.** The PHI may not be used by the Associate for any purpose other than as stated in this Addendum or as required or permitted by law.
- b. **Limited Disclosure.** The PHI is confidential and will not be disclosed by the Associate other than as stated in this Addendum or as required or permitted by law. Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI unless Agency gives written approval and the individual provides a valid authorization. Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Associate will report to Agency any use or disclosure of the PHI, including any Security Incident not provided for by this Agreement of which it becomes aware.
- c. **Safeguards.** The Associate will use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the PHI, except as provided for in this Addendum. This shall include, but not be limited to:
  - i. Limitation of the groups of its workforce and agents, to whom the PHI is disclosed to those reasonably required to accomplish the purposes stated in this Addendum, and the use and disclosure of the minimum PHI necessary or a Limited Data Set;
  - ii. Appropriate notification and training of its workforce and agents in order to protect the PHI from unauthorized use and disclosure;
  - iii. Maintenance of a comprehensive, reasonable and appropriate written PHI privacy and security program that includes administrative, technical and physical safeguards appropriate to the size, nature, scope and complexity of the Associate's operations, in compliance with the Security Rule;
  - iv. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- d. **Compliance With Law.** The Associate will not use or disclose the PHI in a manner in violation of existing law and specifically not in violation of laws relating to confidentiality of PHI, including but not limited to, the Privacy and Security Rules.
- e. **Mitigation.** Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Associate of a use or disclosure of the PHI by Associate in violation of the requirements of this Addendum, and report its mitigation activity back to the Agency.

- f. Support of Individual Rights.**
- i. Access to PHI.** Associate shall make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying, and in electronic format, if requested, within ten (10) days of a request by Agency to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
  - ii. Amendment of PHI.** Within ten (10) days of receipt of a request from Agency for an amendment of the PHI or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such PHI available to Agency for amendment and incorporate any such amendment to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526.
  - iii. Accounting Rights.** Within ten (10) days of notice of a request for an accounting of disclosures of the PHI, Associate and its agents or subcontractors shall make available to Agency the documentation required to provide an accounting of disclosures to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.528 and consistent with Section 13405 of the HITECH Act. Associate agrees to document disclosures of the PHI and information related to such disclosures as would be required for Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. This should include a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years from the date of disclosure, or longer if required by state law. At a minimum, such documentation shall include:
    - o the date of disclosure;
    - o the name of the entity or person who received the PHI, and if known, the address of the entity or person;
    - o a brief description of the PHI disclosed; and
    - c a brief statement of purposes of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure.
  - iv. Request for Restriction.** Under the direction of the Agency, abide by any individual's request to restrict the disclosure of PHI, consistent with the requirements of Section 13405 of the HITECH Act and 45 CFR § 164.522, when the Agency determines to do so (except as required by law) and if the disclosure is to a health plan for payment or health care operations and it pertains to a health care item or service for which the health care provider was paid in full "out-of-pocket."
  - v. Immediate Discontinuance of Use or Disclosure.** The Associate will immediately discontinue use or disclosure of Agency PHI pertaining to any individual when so requested by Agency. This includes, but is not limited to, cases in which an individual has withdrawn or modified an authorization to use or disclose PHI.

- g. **Retention of PHI.** Notwithstanding section 4.a. of this Addendum, Associate and its subcontractors or agents shall retain all PHI pursuant to state and federal law and shall continue to maintain the PHI required under Section 3.f. of this Addendum for a period of six (6) years after termination of the Agreement, or longer if required under state law.
- h. **Agent's, Subcontractor's Compliance.** The Associate shall notify the Agency of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum. Such notification shall occur within 30 (thirty) calendar days of the execution of the subcontract and shall be delivered to the Agency Procurement Officer. The Associate will ensure that any of its subcontractors, to whom it provides any of the PHI it receives hereunder, or to whom it provides any PHI which the Associate creates or receives on behalf of the Agency, agree to the restrictions and conditions which apply to the Associate hereunder. The Agency may request copies of downstream subcontracts and agreements to determine whether all restrictions, terms and conditions have been flowed down. Failure to ensure that downstream contracts, subcontracts and agreements contain the required restrictions, terms and conditions may result in termination of the Agreement.
- j. **Federal and Agency Access.** The Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI, as well as the PHI, received from, or created or received by the Associate on behalf of the Agency available to the U.S. Secretary of Health and Human Services consistent with 45 CFR § 164.504. The Associate shall also make these records available to Agency, or Agency's contractor, for periodic audit of Associate's compliance with the Privacy and Security Rules. Upon Agency's request, the Associate shall provide proof of compliance with HIPAA and HITECH data privacy/protection guidelines, certification of a secure network and other assurance relative to compliance with the Privacy and Security Rules. This section shall also apply to Associate's subcontractors, if any.
- k. **Security.** The Associate shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI. In addition, compliance with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII is required, to the extent practicable. If Associate chooses not to adopt such methodologies as defined in 74 FR 19006 to secure the PHI governed by this Addendum, it must submit such written rationale, including its Security Risk Analysis, to the Agency Procurement Officer for review prior to the execution of the Addendum. This review may take up to ten (10) days.
- l. **Notification of Breach.** During the term of this Addendum, the Associate shall notify the Agency and, unless otherwise directed by the Agency in writing, the WV Office of Technology immediately by e-mail or web form upon the discovery of any Breach of unsecured PHI; or within 24 hours by e-mail or web form of any suspected Security Incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the Agency Procurement Officer at [www.state.wv.us/admin/purchase/vrc/agencyii.htm](http://www.state.wv.us/admin/purchase/vrc/agencyii.htm) and,

unless otherwise directed by the Agency in writing, the Office of Technology at [incident@wv.gov](mailto:incident@wv.gov) or <https://apps.wv.gov/ot/ir/Default.aspx>.

The Associate shall immediately investigate such Security Incident, Breach, or unauthorized use or disclosure of PHI or confidential data. Within 72 hours of the discovery, the Associate shall notify the Agency Procurement Officer, and, unless otherwise directed by the Agency in writing, the Office of Technology of: (a) Date of discovery; (b) What data elements were involved and the extent of the data involved in the Breach; (c) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data; (d) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized; (e) A description of the probable causes of the improper use or disclosure; and (f) Whether any federal or state laws requiring individual notifications of Breaches are triggered.

Agency will coordinate with Associate to determine additional specific actions that will be required of the Associate for mitigation of the Breach, which may include notification to the Individual or other authorities.

All associated costs shall be borne by the Associate. This may include, but not be limited to costs associated with notifying affected individuals.

If the Associate enters into a subcontract relating to the Agreement where the subcontractor or agent receives PHI as described in section 2.a. of this Addendum, all such subcontracts or downstream agreements shall contain the same incident notification requirements as contained herein, with reporting directly to the Agency Procurement Officer. Failure to include such requirement in any subcontract or agreement may result in the Agency's termination of the Agreement.

- m. **Assistance In Litigation or Administrative Proceedings.** The Associate shall make itself and any subcontractors, workforce or agents assisting Associate in the performance of its obligations under this Agreement, available to the Agency at no cost to the Agency to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Agency, its officers or employees based upon claimed violations of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inaction or actions by the Associate, except where Associate or its subcontractor, workforce or agent is a named as an adverse party.

#### 4. Addendum Administration.

- a. **Term.** This Addendum shall terminate on termination of the underlying Agreement or on the date the Agency terminates for cause as authorized in paragraph (c) of this Section, whichever is sooner.
- b. **Duties at Termination.** Upon any termination of the underlying Agreement, the Associate shall return or destroy, at the Agency's option, all PHI received from, or created or received by the Associate on behalf of the Agency that the Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, the Associate shall extend the protections of this Addendum to the PHI and limit further uses and disclosures to the purposes that make the return or destruction of the PHI infeasible. This shall also apply to all agents and subcontractors of Associate. The duty of the Associate and its agents

and subcontractors to assist the Agency with any HIPAA required accounting of disclosures survives the termination of the underlying Agreement.

- c. **Termination for Cause.** Associate authorizes termination of this Agreement by Agency, if Agency determines Associate has violated a material term of the Agreement. Agency may, at its sole discretion, allow Associate a reasonable period of time to cure the material breach before termination.
  - d. **Judicial or Administrative Proceedings.** The Agency may terminate this Agreement if the Associate is found guilty of a criminal violation of HIPAA. The Agency may terminate this Agreement if a finding or stipulation that the Associate has violated any standard or requirement of HIPAA/HITECH, or other security or privacy laws is made in any administrative or civil proceeding in which the Associate is a party or has been joined. Associate shall be subject to prosecution by the Department of Justice for violations of HIPAA/HITECH and shall be responsible for any and all costs associated with prosecution.
  - e. **Survival.** The respective rights and obligations of Associate under this Addendum shall survive the termination of the underlying Agreement.
- 6. General Provisions/Ownership of PHI.**
- a. **Retention of Ownership.** Ownership of the PHI resides with the Agency and is to be returned on demand or destroyed at the Agency's option, at any time, and subject to the restrictions found within section 4.b. above.
  - b. **Secondary PHI.** Any data or PHI generated from the PHI disclosed hereunder which would permit identification of an individual must be held confidential and is also the property of Agency.
  - c. **Electronic Transmission.** Except as permitted by law or this Addendum, the PHI or any data generated from the PHI which would permit identification of an individual must not be transmitted to another party by electronic or other means for additional uses or disclosures not authorized by this Addendum or to another contractor, or allied agency, or affiliate without prior written approval of Agency.
  - d. **No Sales.** Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.
  - e. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Agency, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
  - f. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provisions in this Addendum. The interpretation of this Addendum shall be made under the laws of the state of West Virginia.
  - g. **Amendment.** The parties agree that to the extent necessary to comply with applicable law they will agree to further amend this Addendum.
  - h. **Additional Terms and Conditions.** Additional discretionary terms may be included in the release order or change order process.

AGREED:

Name of Agency: Worldwide Travel Staffing Name of Associate: \_\_\_\_\_

Signature: Leo R. Bledy Signature: \_\_\_\_\_

Title: C.E.O. Title: \_\_\_\_\_

Date: 12/12/2017 Date: \_\_\_\_\_

Form - WVBA-012004  
Amended 08.28.2013

APPROVED AS TO FORM THIS 21st  
DAY OF DECEMBER 2017  
BY Patrick Morrissey  
Attorney General

## **Corporate Experience**

Worldwide has the qualifications and experience necessary to responsibly perform the services required in CRFQ BVH18000000002 for the provision of Temporary Registered Nurses to the Barboursville West Virginia Veterans Home. Worldwide routinely provides healthcare professionals in settings identical to those described in the CRFQ. Some of these clients include: long term care facilities, psychiatric hospitals, developmental centers, community based settings, correctional facilities, alcohol and drug abuse treatment centers, neuro-medical treatment centers and secure centers.

In June of 2013, the West Virginia Bureau for Behavioral Health and Health Facilities (“BHBF”) awarded Worldwide contract number MMB13100D for the provision of registered nurses and licensed practical nurses to Mildred Mitchell Bateman Hospital. In September 2013, Worldwide was awarded a subsequent contract for the provision of registered nurses, licensed practical nurses, certified nursing assistants and direct service providers to six additional BHBF facilities. Worldwide provides skilled nursing services to a number of these facilities. Worldwide has also provided nurse supervisor services upon special request. Worldwide has provided nearly \$11 M in services to date. The contract was recently renewed for an additional 3-year period through June 30, 2020.

Worldwide began working with the Virginia Department of Behavioral Health & Developmental Services in 2012. Since that time, Worldwide has provided more than \$5.2 M in agency staffing services to the state operated facilities within the system. Worldwide has established exceptional relationships with Catawba State Hospital, Eastern State Hospital, Southern Virginia Mental Health Institute and the Commonwealth Center for Children and Adolescents. Northern Virginia Mental Health Institute was added as a staffing partner in January of 2017. Worldwide has rapidly mobilized and placed staff at this location. Worldwide was awarded a similar contract for the provision of locum tenens staff in May of 2017.

Worldwide has been providing qualified healthcare professionals to the state of North Carolina since November of 2007. Worldwide has been the primary or sole provider of temporary nursing staff to the North Carolina Department of Health and Human Services, Division of State Operated Healthcare Facilities (“DSOHF”) for nearly a decade. In March of 2010, the DSOHF awarded Worldwide Primary Vendor Status for all state-operated facilities in North Carolina. The contract was renewed for an additional three-year term in April of 2012 awarding Worldwide Sole Provider Status. The contract was recently extended through June 30, 2018 with an additional one-year renewal option. Worldwide currently has more than 280 registered nurses, licensed practical nurses and certified nursing assistants deployed to North Carolina facilities.

In April of 2014, the North Carolina Department of Public Safety (“DPS”) Division of Adult Correction awarded Worldwide a contract for healthcare staffing services at more than 60 state-run correctional facilities situated throughout the state. Worldwide furnishes registered nurses and licensed vocational nurses on an as needed or long-term basis. Since contract award Worldwide has provided more than 375 nurses on individual 13-week assignments, providing over \$7 M in nurse relief services. Worldwide has also added eleven additional facilities at the request of the DPS. The contract was recently renewed for an additional 3-year term through October 31, 2020.



Worldwide began working with the Murdoch Developmental Center in 2016. The Murdoch Center is a state-run developmental center, providing support to individuals ages 18 and up with intellectual and developmental disabilities, complex behavioral challenges or medical conditions. Worldwide added three state-run alcohol and drug abuse treatment centers as an addendum to the DSOHF contract between 2012 and 2014. Worldwide also established an “as needed” healthcare technician staffing pool at the Black Mountain Neuro-Medical Treatment Center in 2012. Worldwide has also placed a director of nursing and staff psychiatrist in North Carolina as addendums to the DSOHF contract. Worldwide has developed an excellent staffing partnership with the state of North Carolina.

Worldwide began providing qualified psychiatric healthcare professionals to Wyoming State Hospital in November of 2005. The contract was renewed for an additional two-year term through 2018. Worldwide was awarded separate contracts for nursing services and advanced practice registered nurses. Worldwide has filled 80 individual 13-week assignments. Worldwide began recruitment for staff with the Wyoming Life Resource Center as an addendum to the current contract in February of 2016. Worldwide also provides advanced practice registered nurses under the terms of a separate locum tenens contract. Worldwide has provided nearly \$2.5 M in staffing services since contract inception.

Worldwide began providing temporary nursing services to the Kansas Department of Aging and Disability Services in February of 2015. Worldwide presently has more than 50 registered nurse, licensed practical nurse and certified nursing assistant staff working at the Kansas Department of Aging and Disability Services. The contract was renewed for an additional four-year term, through March 31, 2020. Worldwide has provided nearly \$10 M in nursing services to Osawatomie State Hospital and Larned State Hospital to date.

Worldwide was awarded a contract with the University of Texas Medical Branch at Galveston - Correctional Managed Care on February 11, 2015. The contract is for the provision of registered nurses and licensed vocational nurses to numerous correctional units throughout the eastern branch of the Texas Department of Criminal Justice. Worldwide was awarded an additional five-year contract for services with the Texas Department of Aging and Disability Services and the Texas Department of State Hospitals. The contract is for the provision of nursing and allied health staffing services at 13 state supported living centers and 10 state psychiatric hospitals. Worldwide has also worked with Georgetown Behavioral Health Institute and North Hills Hospital. Worldwide has provided nearly \$900,000 in staffing services since the initial contract awards.

In July of 2014, the Colorado Department of Human Services awarded Worldwide contract number SDSA1460203IIB for the provision of temporary medical staff at the Colorado Mental Health Institutes at Pueblo and Fort Logan. Since that time, Worldwide has provided 50 temporary nurses on more than 80 individual 13-week assignments. Since contract award, Worldwide has provided more than \$1.8 M in temporary nursing and healthcare technician services. The contract runs through June of 2019.

Worldwide began placing psychiatric nurses at the State of Oregon, Oregon Health Authority

("OHA") in May of 2006. The contract entails providing nurses to the state run facilities in Junction City, Salem and previously the Portland campus and Blue Mountain Recovery Center, which have both been closed. Since contract award, Worldwide has provided 60 full-time registered nurses who filled over 150 individual 13-week assignments at OHA facilities, totaling \$4 M in services. Many of these nurses have continued beyond their initial employment period, totaling 90,000 hours worked. Worldwide's contract for services was recently renewed for an additional five-year term through December of 2024.

Worldwide was awarded the State of New York Executive Department, Office of General Services ("OGS"), Temporary Personnel Services contract (no. PS63482) in November of 2007. Under the OGS contract, Worldwide provides fully credentialed, professional registered nurses, licensed practical nurses, certified nursing assistants, surgical technologists, psychiatrists, physicians, dentists and allied healthcare professionals to all OGS facilities. Some of the agencies and facilities Worldwide services under the contract include: the New York State Department of Corrections; City University of New York; Long Island DDSO; Capital District DDSO; New York State Department of Health; New York State Workers Compensation Board; and the New York State School's for the Blind and Deaf. Since contract inception Worldwide has filled 97% of the shifts where job orders have been received from OGS facilities. The healthcare professionals assigned to the OGS contract are either per diem or long term staffing.

Worldwide has worked closely with the State of New York Office of Children and Family Services ("OCFS") since 2007 to provide temporary nursing and allied health staffing services. The youth served with the OCFS are male and female, adjudicated juvenile delinquents, generally between the ages of 12 and 21, placed with OCFS by the Family Court. Worldwide has routinely added specialties at the request of OCFS facilities. In 2013 Worldwide was awarded a new contract for the provision of temporary healthcare professionals to OCFS. Worldwide has provided staff to Brentwood Residential Center, Brookwood Secure Center, Columbia Girls Secure Center, Fingerlakes Residential Center, Goshen Secure Center, Highlands Residential Center, Industry Secure Center, MacCormick Secure Center, Taberg Residential Center and the Youth Leadership Academy. Worldwide has provided nearly \$3M in staffing services to OCFS facilities since 2007.

In December of 2015 Worldwide was awarded a staffing contract with the Alaska Department of Corrections ("ADOC"). Worldwide has rapidly mobilized, licensed and relocated staff to Alaska to service ADOC staffing needs. The initial contract runs through October 31, 2018. A second contract was awarded May 9, 2017, with options through June 30, 2020. Worldwide has nurses actively working at numerous facilities throughout Alaska, including: Anchorage Correctional Center East and West, Goose Creek Correctional Center, Lemon Creek Correctional Center and Spring Creek Correctional Center. Worldwide has provided nearly \$900,000 in nurse staffing services to the ADOC since contract award.

Worldwide has established exceptional relationships with many facilities, including: The Wyoming Department of Health, the New York State Office of General Services, the New York State Department of Corrections, Minnesota State Operated Services, Broughton Hospital, Central Regional Hospital, Cherry Hospital, Oregon State Hospital, the New Hampshire Department of Corrections, the Alaska Department of Corrections, Horizon Mental Health Management and Roy Lester Schneider Regional Medical Center in the USVI.

Worldwide currently maintains contracts with the following large hospital associations: HealthTrust Workforce Management Solutions (formerly Parallon / All About Staffing, Inc. – Hospital Corporation of America), MedAssets, Arizona Hospital Association, Medefis, Kaiser Foundation Hospitals, Focus One, LLC, New Mexico Hospital Association and the South Carolina Hospital Association. International contracts are active in the U.K., Ireland, Australia and New Zealand.

### **Management Team**

#### **President / Director of Nursing / Clinical Specialist - Laurie A. Dolega, R.N., M.S.N.**

##### *34 years of Corporate Executive Experience*

Laurie A. Dolega, R.N., M.S.N., has over 37 years of experience as a Registered Nurse, 34 of which involved the direct management and placement of healthcare professionals. Ms. Dolega will be the Clinical Specialist throughout the duration of the contract, responsible for the screening and second interviews of all submissions.

#### **Chief Executive Officer - Leo R. Blatz, R.N., M.S.N.**

##### *34 years of Corporate Executive Experience*

Leo R. Blatz, R.N., M.S.N., will be the primary contact throughout the duration of this contract. Mr. Blatz will be available 24/7 for immediate response to any contract questions or emergency situations. Mr. Blatz began working with state and federal government contracts in 1987. During his 34-year healthcare staffing career, Mr. Blatz has overseen \$400M in contracts. Mr. Blatz has successfully negotiated and serviced contracts throughout the United States and 13 international locations.

#### **Chief Operating Officer - Joseph B. Giaimo**

##### *19 years of Corporate Executive Experience*

Joseph B. Giaimo supervises Worldwide's recruiters and their day-to-day recruitment of candidates to all client facilities. Mr. Giaimo is also responsible for the recruitment and reporting requirements associated with: the Vermont Department of Mental Health, the New York State Office of General Services, the Texas Department of Criminal Justice, the North Carolina Department of Health and Human Services, numerous state hospital contracts and multiple large hospital associations.

#### **President North Carolina Staffing Division – Samuel J. Giordano III, M.B.A.**

##### *9 years of Healthcare Recruitment Experience*

Sam Giordano personally established and directly oversees Worldwide's staffing operations with the North Carolina Department of Public Safety, the Alaska Department of Corrections and the Virginia D.B.H.D.S. Mr. Giordano collaborates with facility contacts to ensure qualified staff are available to satisfy facility staffing needs. Mr. Giordano also manages contracts with the New York State Department of Correctional and Community Supervision, the Texas Department of Aging and Disability Services and State Health Services and various other state psychiatric and correctional accounts.

Mr. Giordano will be the Account Manager for the Barboursville West Virginia Veterans Home. Mr. Giordano's knowledge and experience with the nuances of Veterans' affairs staffing assignments will ensure successful staffing to the Barboursville West Virginia Veterans Home. Mr. Giordano's duties include but are not limited to:

- Communicating by email and telephone in response to staffing requests
- Being on-call 24/7 for staffing requests
- Providing individualized contact with the staffing offices
- Conducting interviews and credentialing of nursing staff
- Coordinating the submission of qualified candidates with the staffing offices
- Scheduling orientation shifts with the staffing offices
- Recruiting and credentialing initial and additional staff
- Conducting evaluations and on-going testing of the knowledge and skills of staff

**Account Manager:** Sam Giordano  
**Office Phone:** 866-633-3700 extension 110  
**Cell Phone:** 828-764-3057  
**Email Address:** [SGiordano@Worldwidetravelstaffing.com](mailto:SGiordano@Worldwidetravelstaffing.com)

**Chief Executive Officer:** Leo Blatz  
**Office Phone:** 866-633-3700 extension 101  
**Cell Phone:** 716-830-6683  
**Email Address:** [LBlatz@Worldwidetravelstaffing.com](mailto:LBlatz@Worldwidetravelstaffing.com)

### **Performance Improvement Program: Agency HealthCare Professionals (“AHPs”) Qualifications, Experience and Training**

Worldwide utilizes a time-tested Performance Improvement Program. The program is specifically designed to monitor the system of accountability in the administration, supervision, and management of Agency Healthcare Professionals (AHPs), as well as the ongoing review of company policies and procedures. The program promotes quality patient care, comprehensive hiring and credentialing practices, and employee performance monitoring. Adherence to the values and framework of the Performance Improvement Program has enabled Worldwide to provide the highest quality of personnel and customer service to our clients.

The process begins with the receipt of a signed and dated application for employment and skills checklist. The documents are reviewed to ensure an appropriate candidate fit. The skills checklist is updated annually and the credentials of the applicant are verified. Professional licensure and certifications are verified with the appropriate agencies, employment references and work experience are confirmed, and EPLS and OIG searches are conducted.

Worldwide utilizes Clinical Assessments Company by Prophecy to perform medication tests and skills verification. Each candidate's file is reviewed by the Clinical Specialist and an interview is conducted to ensure that the candidate has the appropriate skill set and experience to be considered for the job order.

The following is a list of requirements and documentation for Worldwide personnel. All documentation and credentialing meet or exceed Barboursville West Virginia Veterans Home and Joint Commission standards. The documentation is forwarded to the facility upon notification of interest in a candidate's application:

- A completed employment application or resume
- Proof of graduation from an accredited nursing or certification program as determined by the requested specialty
- Proof of a minimum of one (1) year of recent relevant clinical experience in the clinical specialty
- Professional references from previous employers confirming clinical skills and experience.
- Current and valid Registered Nurse license and certifications as determined by the requested specialty
- A current copy of CPR, BCLS, ACLS, CPI and other certificates as determined by the requested specialty in accordance with the facility requirements
- A copy of an annual physical examination
- A copy of an annual PPD or copy of chest x-ray and TB screening questionnaire
- Signed documentation stating AHP has immunization, is in the process of receiving vaccine, or is declining the vaccination, as relates to Hepatitis B
- MMR Titre or immunization for:
  - a) Rubella Titre or immunization AND
  - b) Rubeola Titre or immunization
- Varicella Titre or immunization
- Fingerprinting and criminal background checks conducted in accordance with the facility specifications
- A ten-panel drug screen prior to beginning work assignment and annually thereafter
- OIG and EPLS searches
- A completed I-9 form
- Annual in-service training covering the following topics:
  - a) standard precautions
  - b) bloodborne pathogens
  - c) universal precautions
  - d) fire/electrical safety
  - e) OSHA hazard communications policy and how to use an MSDS
  - f) age specific competency
  - g) HIPAA training
  - h) violence prevention
  - i) diversity in the workplace
  - j) national patient safety goals
- Any additional requirements which may be requested by the facility or by contract

Once all of the compliance documentation has been received and the appropriate compliance forms have been completed, the recruiter will present the information to Worldwide's Clinical Specialist. The Clinical Specialist will perform a second review of the documentation. If all

documentation is in order, the Clinical Specialist will sign off on the compliance forms for each AHP submitted.

Only those candidates that satisfy the criteria outlined in Worldwide's credentialing process and meet the facility's specific requests shall be considered for submission. The requirements established by the contract provisions are reviewed. Should the profile meet or exceed both criteria, the AHP's file will be completed and submitted with the required documentation for review by the designated facility contact. In the event that the facility contact requests that the AHP be assigned directly to a position, that preference will be accommodated. Immediately following the AHP's acceptance of assignment, Worldwide will provide a confirmation letter to the facility contact.

Worldwide is committed to obtaining and monitoring all AHP compliance. Upon initial acceptance of an assignment, the AHP is issued written correspondence outlining the compliance documentation that is required. Any compliance items that may expire during the life of the contract are flagged, and the date the updated documentation is required will be listed. All compliance is to be submitted to Worldwide a minimum of one week prior to the start of the assignment.

Worldwide's Compliance Officer reviews the compliance forms and continually monitors AHP performance. This practice ensures that AHPs maintain compliance with all evaluation, education, certification and the facility requirements. Self Evaluation forms are sent to AHPs during the first month on assignment. Client evaluations (evaluation of off-site agency personnel) forms are sent to the facility prior to the AHP's completion of an assignment. The evaluation forms are placed in the AHP's file and updated annually and at the completion of each assignment.

The self evaluation forms, client evaluation forms, clinical specific screening exams and skills checklists assist Worldwide's Account Manager and Clinical Specialist in evaluating AHPs and detecting potential areas of improvement. The Clinical Specialist will use this information to work with the AHP to identify continuing education programs that will be beneficial.

Worldwide recognizes that maintaining quality patient care requires continued education. All AHPs are encouraged to advance their education and certifications by attending in-service programs and continuing education courses. Worldwide compensates full-time AHPs for attendance at both mandatory and non-mandatory in-service programs.

Worldwide utilizes Clinical Assessments by Prophecy to provide Continuing Education Credits (CEUs), clinical competency examinations and assessments to AHPs. All assessments are completed online and are automatically scored, providing Worldwide with immediate results pinpointing behaviors and assessing knowledge. The online program offers a valid and reliable way to evaluate both applicants and incumbents, thereby advancing patient safety and satisfaction, while reducing turnover.

Worldwide utilizes Goldmine customer relationship management software to manage nurse and client contacts, track placements, store electronic notes and records, print reports and monitor compliance. The software enables Worldwide to maintain detailed information on all candidates.

Recruiters regularly compile information on each candidate as it relates to their qualifications, experience level, expertise in specific disciplines and past performance. That information is filtered and applied to the specific needs of the client.

Goldmine is also used to collect and analyze monthly data on compliance. The software tracks compliance and executes monthly reports flagging individuals with compliance items that are scheduled to expire and require action. The reports notify expiration of compliance documentation at 60 and 30 day intervals, prior to the date of expiration. Worldwide's Compliance Officer oversees the data collection and follows up on the reports to ensure that AHPs remain in compliance.

Immediately upon the receipt of any inquiries, complaints or other incidents reflecting irregularities from any participating institution, the Account Manager, Clinical Specialist, Chief Executive Officer and any other staff indicated, will meet to investigate the matter. A conference call may be requested with the facility to discuss the details of the incident. If the incident is of a serious nature, the Chief Executive Officer and Clinical Specialist will meet on site at the facility. The meetings shall be offered within 24 hours of the initial report and scheduled at the facility's convenience.

Worldwide's Performance Improvement Committee conducts monthly meetings to assure the regulated approach to quality customer service and healthcare needs are satisfied. The meetings include: Worldwide's Director of Nursing, Chief Executive Officer, Chief Operating Officer, Clinical Specialist, Compliance Officer and designated Account Manager. During the monthly meetings, new information or any variances from the facility's expectations are explored. Recommendations for improvements in service delivery are discussed and implemented if necessary. Policies are created or revised as indicated.

Original copies of all of the above documentation will be maintained in employee files located at 2829 Sheridan Drive, Tonawanda, NY 14150. All files are maintained in accordance with privacy and non-discriminatory regulations enforced by both federal and state labor laws.

Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. PHI not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Associate: West Virginia Veterans Home

Name of Agency: Worldwide Travel Staffing, Limited

Describe the PHI (do not include any actual PHI). If not applicable, please indicate the same.

Any and all personally identifiable information including but not limited to patient name, address, date of birth, Social Security Number, telephone number, and insurance information.

Any and all protected health information including but not limited to patient diagnosis, lab test, radiological exams, physical health exams, and/or treatment procedures.



## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$100,000 or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

**"Business entity"** means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.

**"Interested party" or "Interested parties"** means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

**"State agency"** means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*

**West Virginia Ethics Commission**  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

**Contracting Business Entity:** Worldwide Travel Staffing, Limited **Address:** 2829 Sheridan Drive

**Authorized Agent:** Leo R. Blatz **Address:** Tonawanda, NY 14150

**Contract Number:** CRFQ 0618 BVH1800000002\_1 **Contract Description:** \_\_\_\_\_

**Governmental agency awarding contract:** West Virginia

**Check here if this is a Supplemental Disclosure**

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

**1. Subcontractors or other entities performing work or service under the Contract**

Check here if none, otherwise list entity/individual names below.

**2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

Check here if none, otherwise list entity/individual names below.

**3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

Check here if none, otherwise list entity/individual names below.

**Signature:**  **Date Signed:** 12/12/2017

**Notary Verification**

State of New York, County of Erie:

I, Leo R. Blatz, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 12th day of December 2017.

  
Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_

LISA ANN MIRANDA  
NOTARY PUBLIC-STATE OF NEW YORK  
NO 01MI6258171  
QUALIFIED IN ERIE COUNTY  
MY COMMISSION EXPIRES 03-26-2020

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(f), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL OTHER CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Worldwide Travel Staffing, Limited

Authorized Signature:  Date: 12/12/2017

State of New York

County of Erie, to-wit:

Taken, subscribed, and sworn to before me this 12 day of December, 2017.

My Commission expires March 26, 2020

AFFIX SEAL HERE

NOTARY PUBLIC 

*Purchasing Affidavit (Revised 07/07/2017)*

LISA ANN MIRANDA  
NOTARY PUBLIC-STATE OF NEW YORK  
NO 01M16258171  
QUALIFIED IN ERIE COUNTY  
MY COMMISSION EXPIRES 03-26-2020

## State of West Virginia

# VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**  
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: Worldwide Travel Staffing, Limited

Signed: 

Date: 12/12/2017

Title: C.E.O.



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Request for Quotation  
 26 — Medical

Proc Folder: 393332

Doc Description: ADDENDUM 1 TEMPORARY REGISTERED NURSES

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2017-11-29	2017-12-14 13:30.00	CRFQ 0618 BVH1800000002	2

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:  
 Worldwide Travel Staffing, Limited  
 2829 Sheridan Drive  
 Tonawanda, NY 14150  
 866-633-3700

**FOR INFORMATION CONTACT THE BUYER**

Crystal Rink  
 (304) 558-2402  
 crystal.g.rink@wv.gov

Signature X

FEIN # 16-1432616

DATE

12/12/2017

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA VETERANS HOME LOCATED IN BARBOURSVILLE, WV, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR TEMPORARY REGISTERED NURSES PER THE ATTACHED DOCUMENTATION.

INVOICE TO		SHIP TO	
WEST VIRGINIA VETERANS HOME 512 WATER ST		WEST VIRGINIA VETERANS HOME 512 WATER ST	
BARBOURSVILLE	WV25504	BARBOURSVILLE	WV 25504
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	TEMPORARY REGISTERED NURSES	168 00000	HOUR	\$60.00	\$10,080.00

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description :  
8:00 AM TO 4:00 PM

INVOICE TO		SHIP TO	
WEST VIRGINIA VETERANS HOME 512 WATER ST		WEST VIRGINIA VETERANS HOME 512 WATER ST	
BARBOURSVILLE	WV25504	BARBOURSVILLE	WV 25504
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	TEMPORARY REGISTERED NURSES	168 00000	HOUR	\$60.00	\$10,080.00

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description :  
6:45 AM TO 3:00 PM

INVOICE TO		SHIP TO	
WEST VIRGINIA VETERANS HOME 512 WATER ST		WEST VIRGINIA VETERANS HOME 512 WATER ST	
BARBOURSVILLE	WV25504	BARBOURSVILLE	WV 25504
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	TEMPORARY REGISTERED NURSES	168.00000	HOUR	\$62.00	\$10,416.00

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description :  
2:45 PM TO 11:00 PM

INVOICE TO		SHIP TO	
WEST VIRGINIA VETERANS HOME 512 WATER ST		WEST VIRGINIA VETERANS HOME 512 WATER ST	
BARBOURSVILLE	WV25504	BARBOURSVILLE	WV 25504
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	TEMPORARY REGISTERED NURSES	168.00000	HOUR	\$64.00	\$10,752.00

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description :  
10:45 PM TO 7:00 AM

INVOICE TO		SHIP TO	
WEST VIRGINIA VETERANS HOME 512 WATER ST		WEST VIRGINIA VETERANS HOME 512 WATER ST	
BARBOURSVILLE	WV25504	BARBOURSVILLE	WV 25504
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	TEMPORARY REGISTERED NURSES	192.00000	HOUR	\$72.00	\$13,824.00

Comm Code	Manufacturer	Specification	Model #
85101601			

Extended Description :  
HOLIDAY(S) NEW YEAR'S EVE, NEW YEAR'S DAY, MEMORIAL DAY, 4TH OF JULY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS EVE, CHRISTMAS DAY

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2017-11-28

**SOLICITATION NUMBER:** CRFQ BVH1800000002

**Addendum Number: 1**

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The purpose of this addendum is to modify the solicitation identified as (“Solicitation”) to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

1. To provide answers to vendor questions

No other changes at this time

Bid opening remains 12/14/2017 at 1:30 PM EST

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.



# ATTACHMENT A

**CRFQ BVH1800000002  
ADDENDUM 1  
QUESTIONS AND ANSWERS**

**Q1. What agencies do you currently use for RN services?**

**A1. The agency currently does not have an open-end contract for this service**

**Q2. What rates do those agencies charge?**

**A2. Requesting copies of previously awarded contracts, other solicitations, or documents related to previous contracts through the question and answer process included in this solicitation is not appropriate. Requests for documentation of this nature can be obtained by interested parties through a Freedom of Information Act request**

**Q3. Will this be a single or multi-award?**

**A3. This will be a single award contract**

**Q4. How many hours were utilized in 2016 and 2017 for RN services?**

**A4. Please see A2**

**Q5. How much money in 2016 and 2017 was spent on RN services?**

**A5. Please see A2**

**Q6. What is the current number of FTEs for RN's being utilized presently to service this contract?**

**A6. Please see A2**

**Q7. How many FTE RNs are you looking to utilize for this bid? It says "26 medical" on the top of the CRFQ Form, is that how many Nurses you would look to staff or is it based off the hours listed in the pricing page?**

**A7. "26 Medical" is an internal category used in our WVOasis e-Procurement system, this is not associated with staffing needs. The hours listed on the pricing page are estimates and is a bid scenario for evaluation purposes only. Please refer to section 5.2 of the Specifications.**

**Q8. What is the annual spend that is projected for the contract? How will it be divided per year?**

**A8. The State of West Virginia does not disclose budget information**

**Q9. Are you satisfied with your current provider of services? b) What would like to see with the awarded vendor and our approach to the requested services?**

**A9. We currently have no open-end contract for this service. Awarded vendor from this solicitation will be expected to provide the services as expressed in the mandatory specifications.**

**Q10. Who is the incumbent?**

**A10. Please see A1**

**Q11. What are historical usage numbers per shifts 1, 2, 3, and 4 for 2015 and to date for 2017?**

**A11. Please see A2**

**Q12. How many requested shifts were not filled by the current vendor?**

**A12. Please see A2**

**Q13. Can you please clarify Exhibit A regarding estimated hours. Does the facility estimate RN usage of 168 per week? Or does the facility estimate RN usage of 168 for a year?**

**A13. Please refer to Section 5.2 of the Specifications. Estimates are for evaluation purposes only.**

**Q14. Who is/are the current vendor/s?**

**A14. Please see A1**

**Q15. Will this be an exclusive or non-exclusive contract?**

**A15. Please see A3**

**Q16. Will the contract be strictly temporary staffing?**

**A16. Yes**

**Q17. What are the bill and pay rates under the current contract?**

**A17. Please see A2**

**Q18. What is the annual budget over the term of the new contract?**

**A18. Please see A8**

**Q19. How much was spent on temporary staffing services in 2015, 2016 and 2017 YTD (for the services requested under this RFP)?**

**A19. Please see A2**

Q20. How many temporary employees are currently utilized?

A20. Please see A1

Q21. How many temporary employees will work per category?

A21. This contract will be for Temporary Registered Nurses only and will be on an as needed basis.

Q22. Will this contract require the payrolling of current employees?

A22. Please see A1

Q23. Are vendors required to have a local office?

A23. No.

Q24. I would like to confirm that based on the hours in the Solicitation the need is for 4 RN's.

A24. Please see A21.

Q25. Last year's Volume/ Spend for Temporary Registered Nursing Services or is there any set aside stipulated budget for this program?

A25. Please see A2

Q26. How many Incumbents you currently have in this program and how many do you wish to include?

A26. Please see A1

Q27. Can we submit a document with a cover letter or Supplement information for demonstration our experience and Capabilities?

A27. Vendors may submit any documents they wish (Please refer Instructions to Vendors Submitting Bids Section 21 and General Terms and Conditions Section 26). Evaluation of vendor responses will be based on the lowest overall bid amount contained in the Exhibit A Pricing Page (Please refer to Section 5 of the Specifications). By returning signed bid documents contained within the solicitation, the vendor is certifying they meet all mandatory requirements expressed in the Specifications (refer to General Terms and Conditions Section 35)

Q28. What all documents we need to submit apart from documents in the Bid Package?

A28. All required documentation needed is listed in the CRFQ Solicitation BVH1800000002

Q29. Do you have Local Preference for this Program ?

A29. Please refer to Instructions to Vendors Submitting Bids Section 15 and 16 regarding Vendor Preference, the solicitation documents contain a Vendor Preference form. Any vendor who is claiming eligibility must return the completed form with their bid submission. Vendor Preference forms will not be accepted after the bid opening date and time.

Q30. Do We need to submit the form "disclosure of interested party to contracts" with the Proposal or we have to submit the form after the award declaration?

A30. Vendor should submit the Disclosure of Interested Party to Contracts form with the bid response. A completed form must be submitted prior to award.

Q31. Are you looking for per diem or are these full-time contracts that you need?

A31. Temporary Registered Nurses are on an as needed basis only

Q32. Is this a sole provider or a non-exclusive agreement?

A32. Please see A3

Q33. Can you Please provide the current incumbent vendors providing Temporary Registered Nursing Services?

A33. Please see A1

Q34. Can you please provide the current incumbent hourly bill rates for RN services for all shifts requested?

A34. Please see A2

Q35. What was the total annual expenditure of the current contract in 2015 and YTD 2017?

A35. Please see A1

Q36. If we have the same staff working and our contract is renewed after the first year, will we be able to increase our hourly bill rate by .03% to allow for annual increases and reviews;

A36. Please refer to General Terms and Conditions Section 13 regarding price increases.

Q37. Do you perform the background checks, if so do you bill the vendor?

A37. No, it is the Vendors responsibility to perform the background check.

Q38. If the vendor performs the background check will we be reimbursed by you?

A38. No.

**Q39. Please confirm that the certificate of insurance is submitted upon award?**

**A39. Per General Terms and Conditions Section 8, no insurance requirements were requested**

**Q40. Do we need to upload all the attachments: Solicitation, Exhibit A and Final CRFQ?**

**A40. As in the case with any solicitation response, vendors should provide all documents that are pertinent to the evaluation of their bid submission. The uploading of pertinent documents would apply to responses submitted through WVOasis as well.**

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: BVH1800000002**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Worldwide Travel Staffing, Limited

Company



Authorized Signature

December 12, 2017

Date

**NOTE:** This addendum acknowledgement should be submitted with the bid to expedite document processing.  
Revised 6/8/2012